

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF TEXAS – HOUSTON DIVISION**

PH20 FUND I., L.P. <i>Plaintiff,</i>)	
)	
)	
VS.)	Civil Action 4:24-cv-01002
)	
WATER STATION MANAGEMENT, LLC)	
<i>Defendant.</i>)	

**DEFENDANT WATER STATION MANAGEMENT, LLC’S
ORIGINAL ANSWER**

NOW Comes Defendant, Water Station Management, LLC (“Defendant” or “Water Station”), and files this *Defendant Water Station Management, LLC’s Original Answer*, and for answer would show the following.

I. RESPONSES TO INDIVIDUAL PARAGRAPHS

1. Defendant is without sufficient knowledge to form a belief as to the truth of this paragraph and therefore denies it.
2. Admit.
3. Legal conclusion that does not require a response from Defendant.
4. Admit.
5. Defendant is without sufficient knowledge to form a belief as to the truth about PH20 Fund I, LLC (“Plaintiff”) with regard to Plaintiff and its members and therefore denies all allegations regarding same. Admit that Defendant’s Managing Member Ryan Wear is a citizen and conducts business on behalf of Defendant WSM.
6. Deny.
7. Legal conclusion that does not require a response from Defendant.
8. Legal conclusion that does not require a response from Defendant, otherwise deny.

9. Legal conclusion that does not require a response from Defendant.
10. Defendant is without sufficient knowledge to form a belief as to the truth of this paragraph and therefore denies it.
11. Admit.
12. Sentence 1 – Defendant is without sufficient knowledge to form a belief as to the truth of this sentence and therefore denies it. Sentence 2 – Defendant admits only to entering into an agreement with Plaintiff. Sentence 3 and bullet points – call for a legal conclusion as to what the contract requires, therefore does not require a response from Defendant. Furthermore, Defendant would refer to the agreement for its contents as this is the best evidence of the contents of the agreement.
13. Deny. Furthermore, Defendant would refer to the agreement for its contents as this is the best evidence of the contents of the agreement.
14. Deny.
15. Deny.
16. Legal conclusion that does not require a response from Defendant.
17. Legal conclusion that does not require a response from Defendant.
18. Legal conclusion that does not require a response from Defendant.
19. Sentence 1 - legal conclusion that does not require a response from Defendant. Sentence 2 – deny. Furthermore, Defendant would refer to the agreement for its contents as this is the best evidence of the contents of the agreement.
20. Legal conclusion that does not require a response from Defendant. To the extent not a legal conclusion, deny.

21. Deny. Furthermore, Defendant would refer to the agreement for its contents as this is the best evidence of the contents of the agreement.
22. Deny.
23. Legal conclusion that does not require a response from Defendant.
24. Legal conclusion that does not require a response from Defendant.
25. Deny.
26. Deny. Furthermore, Defendant would refer to the complete agreement for its contents as this is the best evidence of the contents of the agreement.
27. Deny.
28. Deny.
29. Legal conclusion that does not require a response from Defendant.
30. Legal conclusion that does not require a response from Defendant.
31. Deny.
32. Admit that Ryan Wear is the CEO of Creative Technologies, LLC. Admit that Ryan Wear is Managing Member of Defendant. In all other regards, Deny.
33. Deny.
34. Sentence 1 – Deny. Sentence 2 – Admit to the existence of the quoted email. Sentence 3 other than quoted email, deny and refer to the complete email for its contents as the best evidence for the contents of the email.
35. Legal conclusion that does not require a response from Defendant. Furthermore, Defendant would refer to the complete order for its contents as this is the best evidence of the contents of the order.

36. Sentence 1 – Deny. Sentence 2 - Legal conclusion that does not require a response from Defendant. Furthermore, Defendant would refer to the complete order for its contents as this is the best evidence of the contents of the order.

37. Legal conclusion that does not require a response from Defendant. Furthermore, Defendant would refer to the complete agreement for its contents as this is the best evidence of the contents of the agreement. Otherwise, Defendant is without sufficient knowledge to form a belief as to the truth of this paragraph and therefore denies it.

38. Sentence 1 - Defendant would refer to the complete agreement for its contents as this is the best evidence of the contents of the agreement. Sentence 2 – Legal conclusion that does not require a response from Defendant, otherwise deny. Sentence 3- Legal conclusion that does not require a response from Defendant, otherwise deny.

39. Legal conclusion that does not require a response from Defendant.

40. Defendant denies each allegation contained in the paragraph with the heading “Prayer.”

II. AFFIRMATIVE DEFENSES

41. Defendant incorporates by reference all previous statements and averments.

42. Subject to and without waiver of the denials above, Defendant asserts the following affirmative defenses.

43. The claims are barred by Plaintiff’s failure to mitigate damages.

44. Plaintiff’s breach of contract claims are barred by its failure to perform under the contract and/or failure to satisfy all conditions precedent to asserting breach of contract claims.

45. Plaintiff’s claims are barred by the doctrines of waiver and/or estoppel.

III. PRAYER

WHEREFORE, Defendant prays that Plaintiff take nothing by reason of this suit against it and that all relief be denied. Defendant further prays for such other and further relief as it may be justly entitled.

Respectfully submitted,

LAW OFFICE OF DUSTIN C. LEE, PC

By: /s/ Dustin C. Lee

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Counsel for Defendant

CERTIFICATE OF SERVICE

I certify that on May 8, 2024, I electronically filed the foregoing with the Clerk of the Court using the CM/ECF system which will send notification of filing to all counsel and parties of record.

/s/ Dustin C. Lee

Dustin C. Lee